

FRIDAY, AUGUST 16, 2002 9:02PM HP LASERJET 3200  
FAX: 312/222-0500 9:14 PM  
FAX: 312/222-0500

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**AGREEMENT TO MAINTAIN CONFIDENTIALITY  
INFORMATION AND PROPRIETARY INFORMATION**

42268.1m1

This is an Agreement between RIMader Wheel, LLC incorporated under the laws of the state of Delaware (hereinafter "Owner"), and RIC Components, incorporated under the laws of the state of Delaware having a place of business at 1300 Fairview Dr. Suite # 235, Dover, DE 19904 (hereinafter "Recipient") RIC Components, 373 Mitch McConnell Way, Bowling Green, KY 42104 (collectively the "Parties").

**AGREEMENT**

Owner has developed or otherwise obtained certain confidential information and proprietary technology relating to its spinning rim for a motorcycle ("hereinafter "spinning rim").

Owner and Recipient have entered into business discussions and/or business negotiations regarding Owner's spinning rim. During the course of the discussions and/or negotiations it may be necessary that Recipient be made aware of confidential information and proprietary information belonging to Owner.

Owner does not wish to lose the confidentiality of, or diminish its rights in, the confidential information and proprietary information, and therefore agrees that its rights thereto will not be diminished or impaired by virtue of its dealings with Recipient. In addition, Owner agrees to ensure that Recipient will not unfairly take advantage of knowledge Recipient may acquire in accordance with its negotiations with Owner.

In view of the above agreement and in consideration of being made aware of the confidential information and proprietary information belonging to Owner, the Recipient agrees to be bound by the terms and conditions contained below.

Accordingly, the Parties pledge and agree as follows:

**DEFINITIONS**

1. "Intellectual Property" means concepts, inventions, technological developments and improvements, mask works, methods, techniques, systems, documentation, data and information (independent of whether in human or machine-readable form), works of authorship, and products, whether or not patentable, copyrightable, or susceptible to any other form of protection and whether or not reduced to practice.

2. "Confidential Information" and "Proprietary Information" means any and all Intellectual Property and/or information related to the spinning rim in any way, which: (i) is provided to Recipient by Owner, whether communicated to the Recipient by the Owner in writing, orally, or in any other tangible form, (ii) is created, developed, or otherwise generated by or on behalf of Owner, (iii) concerns or relates to any aspect of Owner's business, or (iv) is, for any reason, identified by Owner as confidential or proprietary, except such information which Recipient can show, clearly and convincingly: (a) is publicly and openly known and in the public domain, (b) becomes publicly and openly known and in the public domain through no fault of Recipient, or (c) is in

-AUG 11 2003 9:03PM HP LASERJET 3200  
 08/20/2002 16:31 84295277 NO. 100147415  
 08/20/2002, 08/21/2002 02:14 PM RIMMax Wheels (302)262-8346

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Recipient's possession and documented prior to this Agreement, lawfully obtained by Recipient from a source other than from Owner, and not subject to any obligation of confidentiality or restrictions on use.

#### TERMS AND CONDITIONS

1. All Confidential Information, Proprietary Information, and all Intellectual Property embodying or comprising Confidential Information or Proprietary Information is and shall be the sole and exclusive property of Owner. Any Intellectual Property embodying or derived from the Confidential Information or Proprietary Information, or created, conceived, or first made in connection with the business discussions and/or business negotiations between Owner and Recipient shall likewise be the sole and exclusive property of Owner. Moreover, Recipient shall not take or cause any action which would be in conflict with or tend to diminish or impair Owner's rights in Owner's Confidential Information, Proprietary Information or Intellectual Property. Further, Recipient shall not, directly or indirectly, print, copy or otherwise reproduce, in whole or in part, or embody in any product, any Confidential Information without Owner's prior written consent.

2. Confidential Information and Proprietary Information is reverted to Recipient in strict confidence, and solely for the purpose of assessing (and perhaps performing under) the business relationship. Recipient shall not use, or induce others to use, any Confidential Information or Proprietary Information for any other purpose whatsoever, nor shall it disclose or reveal any Confidential Information or Proprietary Information to anyone except those of Recipient's employees directly involved in the business relationship or business negotiations, with a specific need-to-know, and who have first agreed to be bound by the terms of this Agreement. Recipient acknowledges that in view of the nature of the Confidential Information and Proprietary Information, the geographical scope (universal), and the temporal scope (so long as information qualifies as Confidential Information or Proprietary Information hereunder), the scope of restriction on use and disclosure of the Confidential Information and the Proprietary Information are reasonable. Recipient also acknowledges that any unauthorized disclosure or use of Confidential Information or Proprietary Information would cause Owner immediate and irreparable injury or loss, such that monetary recompence may be inadequate.

3. Upon Owner's request, Recipient will deliver over to Owner all Confidential Information and Proprietary Information, as well as all documents, media, items and technology comprising, embodying, or relating to the Confidential Information and Proprietary Information as well as any other documents or things belonging to Owner that may be in Recipient's possession. Recipient shall not retain any copies.

4. This Agreement may be amended only in a writing signed by Owner, and there are no other understandings, agreements, or representations, express or implied, relating to the subject matter of this agreement. If any clause or provision of this Agreement is or becomes illegal, invalid, or unenforceable, such clause or provisions shall be interpreted to call for the protection of Owner's rights to the greatest extent which is legal, valid, and enforceable, unless such clause or provision cannot be so interpreted, or a court of competent jurisdiction decides to permit such clause or provision to be so interpreted, in which case such clause or provision shall be severed and the remaining provisions of this Agreement shall continue in full force and effect. This Agreement shall

PRUG LI 2003 9:04PM HP LASERJET 3200  
08/20/2002 16:31 84295277 NO. 12845415  
Monday, August 19, 2002 6:14 PM Radiator Wheels (302)212-6545

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be governed by and construed in accordance with the laws of the State of Delaware without  
reference to the principles of conflict of laws.

Signed:

for or on behalf of Radiator Wheels, LLC

by Marc C. Mathis



Title: Co-Chief Executive Officer

Date: 8/20/02

for or on behalf of RC Components

by Jim Cooper



Title: Sales Manager

Date: 8/20/02

**ATTORNEY**

Per Our Conversation  
This is a rough (at 10%) count  
of raw inventory, off you take  
off 3 sets of wheels off you  
total 166

June 3, 2005

TO DO TODAY...

Call RC (270) 842-6000

Jim Mac

Product	Qty	Cost	Total
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Spacers	66	1.78	114.98
Chrome Spacers	14	10.00	140.00
C-Clips	100	6.00	600.00
Large Sleeve	100+	12.00	1200.00
Summer Beading	92	17.00	156.40
Various End Caps	57	40.00	228.00
Chrome Caps	22	10.00	220.00
Inventory Sub Total			322.38
Flat Wheels	38		
17 X 3.5	58	249.00	14,492.00
17 X 5.5	29	268.00	7,772.00
Inventory Sub Total			22,264.00

Inventory Sub Total			59,556.38
3-sets assembled wheels			3,025.00
Inventory Total			62,581.38

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3-sets assembled wheels			3,025.00
Inventory Total			62,581.38



The Finest Custom Built Performance Wheels

## RIM - MAX WHEEL PRICING

Design time will be billed at \$80.00 per hour

Design time is a one - time charge per design or part number

Production Lead time is 30 days from R C components

### Minimum Order Quantities

Design of the spinner is a 10 piece minimum run per design with a 20 piece minimum run per set up

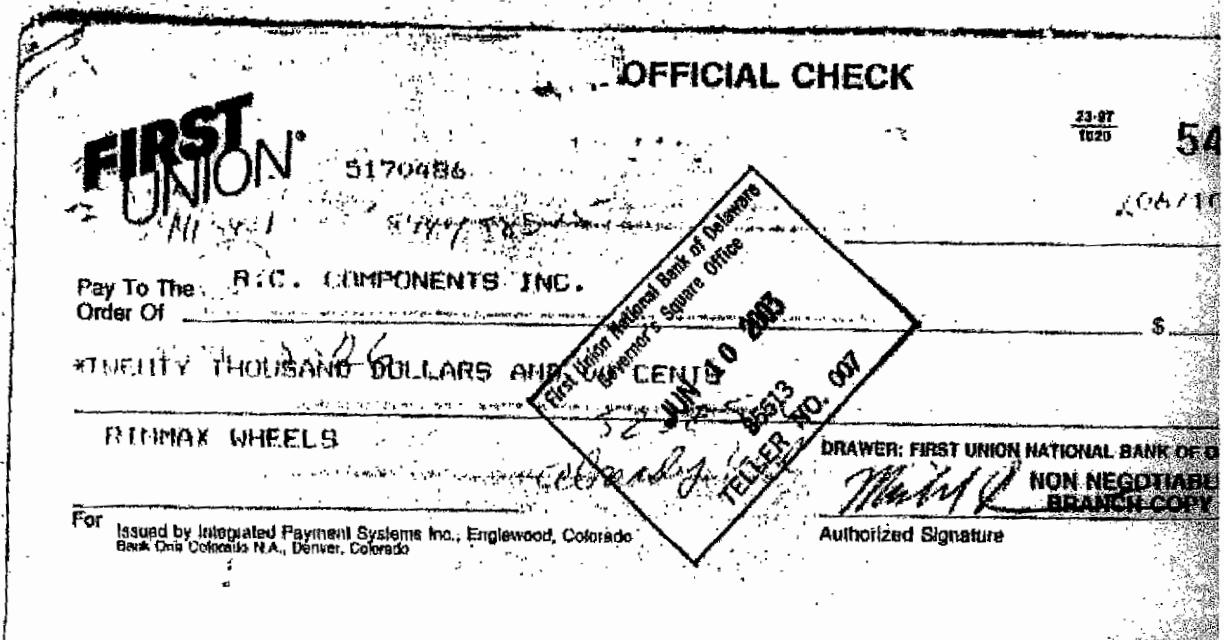
End - Caps are a 25 piece minimum run per Style and / or part number

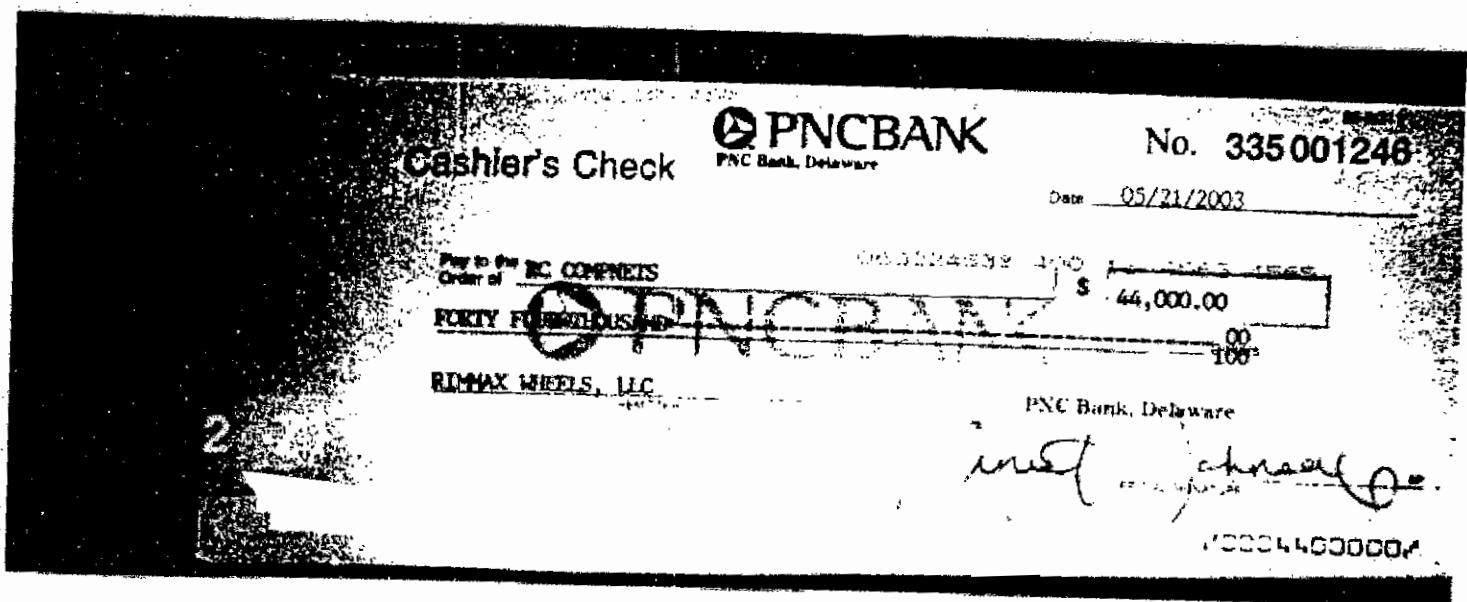
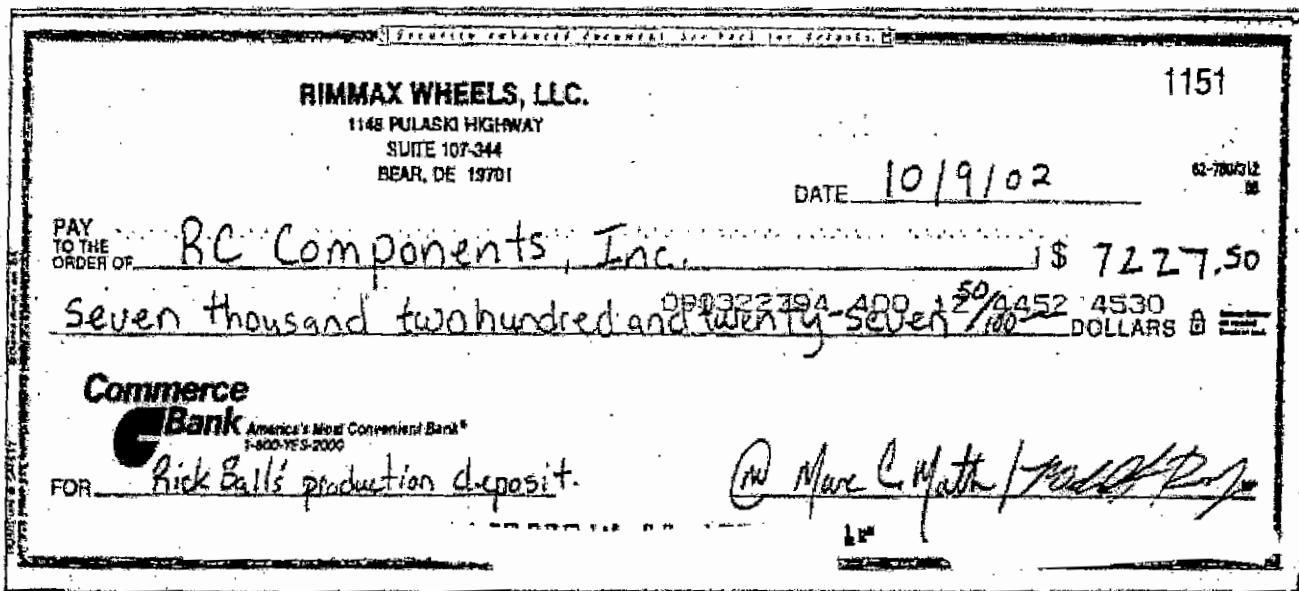
### Production Run Pricing

Description	Pricing
17 x 3.50 Polished Rim ( No End-Caps )	\$415.00
17 x 5.50 Polished Rim ( No End-Caps )	\$445.00
2 End-Caps ( 1 Set )	\$90.00
Spinner	\$178.00
Hardware For Spinner	\$240.00
Chrome Wheel	\$140.00
Chrome 2 End-Caps ( 1 Set )	\$20.00
Chrome Spinner	\$70.00
Polished Sprocket	\$40.00

RIMMAX WHEELS, LLC MICHAEL ANTONIO RIVERS, JR. MARC CLARENCE MATHIS 1148 PULASKI HWY SUITE 107-344 BEAR, DE 19701 (302) 266-8444		1001
PAY TO THE ORDER OF <u>RC Components</u>		100524073 404 23 3114 3690
		DATE <u>4/4/03</u> 62-66-311
		\$ 10,520.50
Ten thousand five hundred and twenty <u>50</u> / <u>100</u> DOLLARS <u>00</u>		
FIRST UNION <sup>®</sup> First Union National Bank of Delaware FirstUnion.com Org. 049 RT 031100849		
FOR Purchase order #12160		<u>M. A. C. Rivers</u>

RIMMAX WHEELS, LLC MICHAEL ANTONIO RIVERS, JR. MARC CLARENCE MATHIS 1148 PULASKI HWY SUITE 107-344 BEAR, DE 19701 (302) 266-8444		1036
PAY TO THE ORDER OF <u>RC Components</u>		040508459 400 15 DATE <u>5/6/03</u> 62-66-311
		\$ 20,000.00
Twenty thousand <u>00</u> / <u>100</u> DOLLARS <u>00</u>		
FIRST UNION <sup>®</sup> First Union National Bank of Delaware FirstUnion.com Org. 049 RT 031100849		
FOR Purchase Orders		<u>M. A. C. Rivers</u>







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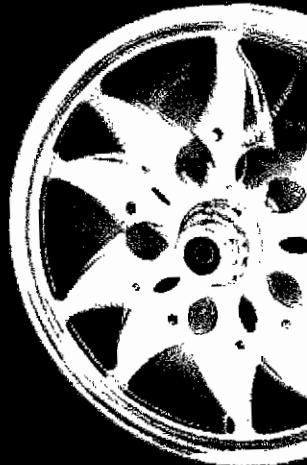
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721-6495 for details on how you can get your set of RC Componen  
Wheels today!

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